



NORTH AMERICAN CAR CORPORATION

33 West Monroe
Chicago, IL U.S.A. 60603
Telephone 312.853.5000
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Edward H. Soderstorm II
General Counsel
Remarketing Service Division and
Investor Management Programs
Law Department
312.853.5324

April 15, 1982

13624
RECORDATION NO. Filed 1425

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

APR 19 1982 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

Dear Secretary:

I have enclosed an original and several counterparts of the document described below, to be recorded pursuant to Section 11303 of title 49 of the U.S. Code.

This document is an Assignment of Subleases, a primary document, dated as of January 6, 1981.

The names and addresses of the parties to the document are as follows:

Assignor: North American Car Corporation
33 West Monroe Street
Chicago, Illinois 60603

Assignee: General Electric Credit and
Leasing Corporation
260 Long Ridge Road
P. O. Box 8300
Stamford, Connecticut 06904

A description of the equipment covered by the document follows:

- 156 - 4750 cu. ft. covered hopper cars, 100 ton trucks (LO)
SN482050-482059, 482129-482131, 482160-482161, 482655-
482656, 483148-483153, 483454-483553, 483634-483638,
484462-484485, 484786, 486705-486707
- 10 - 5750 cu. ft. covered hopper cars, 100 ton trucks (LO)
SN 57906-57915
- 22 - 3000 cu. ft. covered hopper cars, pressure differential
unloading (15 psi), 100 ton trucks (LO) SN 94113-94114,
94184-94203

2-109A068

No.
APR 19 1982
Date

Fee \$ 50.00

ICC Washington, D. C.

**NORTH
AMERICAN
CAR**

13 - 24,000 gal. interior coiled non-insulated tank cars,
DOT 111A100W1, SN 81179-81191

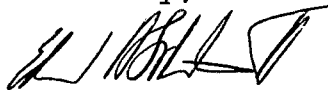
A fee of \$50.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the messenger presenting this document.

A short summary of the document to appear in the index follows:

Assignment of Subleases dated as of January 6, 1981 between North American Car Corporation, 33 West Monroe Street, Chicago, Illinois 60603, Assignor, and General Electric Credit and Leasing Corporation, 260 Long Ridge Road, P. O. Box 8300, Stamford, Connecticut 06904, Assignee, covering the following equipment:

- 156 - 4750 cu. ft. covered hopper cars, 100 ton trucks (LO),
SN 482050-482059, 482129-482131, 482160-482161, 482655-482656, 483148-483153, 483454-483553, 483634-483638, 484462-484485, 484786, 486705-486707
- 10 - 5750 cu. ft. covered hopper cars, 100 ton trucks (LO),
SN57906-57915
- 22 - 3000 cu. ft. covered hopper cars, pressure differential unloading (15 psi), 100 ton trucks (LO) SN 94113-94114, 94184-94203
- 13 - 24,000 gal. interior coiled non-insulated tank cars,
DOT 111A100W1, SN 81179-81191

Sincerely,



Edward H. Soderstrom II
Attorney for North American
Car Corporation

EHS:bmt
Enclosures

13624
RECORDATION NO. Filed 1425

FORM OF
ASSIGNMENT OF SUBLEASES

APR 19 1982 - 11 05 AM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF SUBLEASES, dated as of January 6 , 1981, between General Electric Credit and Leasing Corporation, a Delaware corporation ("GECC"), and North American Car Corporation, a Delaware corporation ("NACC").

WHEREAS, NACC and GECC have entered into a Management and Service Agreement, dated as of December 15, 1978, as amended and supplemented (the "Management Agreement"), whereby NACC will, from time to time, sell certain units of railroad equipment to GECC and NACC may, in certain circumstances, lease such equipment from GECC; and

WHEREAS, NACC has sold, or will sell, the units of railroad equipment described in Annex A (the "Equipment") to GECC, and NACC has, or will, lease such equipment back from GECC pursuant to a Lease of Railroad Equipment dated as of November 2, 1979, as supplemented and amended (the "NACC Lease"), and NACC has, or will, arrange subleases for the Equipment pursuant to the subleases described in Annex B (the "Subleases").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, GECC and NACC hereby agree as follows:

Article I. Definitions, Interpretation

1.01. The definitions set forth or incorporated by reference in the Management Agreement and in the NACC Lease are incorporated herein by reference to the same extent as if set forth herein, except as herein otherwise provided.

1.02. In the event of any discrepancy between the provisions of this Assignment, the Management Agreement and the provisions of the NACC Lease, the provisions of the NACC Lease shall control and the provisions hereof are expressly made subject thereto.

Article II. Assignment of Subleases

2.01. NACC hereby assigns, transfers and sets over unto GECC as security for the performance by NACC of its obligations under the NACC lease (i) all of NACC's right, title and interest, powers, privileges and other benefits in, but not its obligations under, the Subleases, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by NACC from the Sublessee under or pursuant to the provisions of any Sublease whether as rent, casualty payment, indemnity, liquidated damages, or otherwise, and (ii) all amounts which may be received or credited to the account of NACC in respect of mileage compensation from

railroads using the Equipment or any other sums received by or payable to NACC from parties other than the Sublessee with respect thereto (such moneys being hereinafter called the "Payments"), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an event of default specified in any Sublease, and to do any and all other things whatsoever which NACC is or may become entitled to do under any Sublease. In furtherance of the foregoing assignment, NACC hereby irrevocably authorizes and empowers GECC in its own name, or in the name of its nominee, to ask, demand, sue for, collect and receive any and all Payments to which NACC is or may become entitled under any Sublease and to enforce compliance by the Sublessee thereof with all the terms and provisions thereof, but only during the continuance of an Event of Default.

2.02. The execution and delivery of this Assignment shall not subject GECC to, or transfer, or pass, or in any way affect or modify the liability of NACC under, any Sublease, it being agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of NACC to any Sublessee shall be and remain enforceable by such Sublessee, its successors and assigns, against, and only against, NACC and persons other than GECC, except as provided in Section 12 of the NACC Lease.

2.03. NACC will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which any Sublease provides is to be performed by NACC (such performance to be, where applicable, in accordance with the terms of the NACC Lease). Except as provided in § 13 of the NACC Lease, NACC will not waive, excuse, condone, forgive or in any manner release or discharge the Sublessee of or from the obligations, covenants, conditions and agreements to be performed by such Sublessee, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified in such Sublease or enter into any agreement amending, modifying or terminating such Sublease.

2.04. NACC does hereby constitute GECC as NACC's true and lawful attorney, irrevocably, with full power (in the name of NACC, or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of a Sublease to which NACC is or may become entitled, to enforce compliance by the Sublessee with all the terms and provisions of a Sublease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which GECC may deem to be necessary or advisable under the circumstances; provided, however, that GECC agrees not to exercise such power except during the continuance of an Event of Default.

2.05. NACC represents, warrants and covenants that each Sublease (a) has been duly and validly executed by NACC and the Sublessee; (b) has not been modified, extended or amended; (c) has not been encumbered by any prior transfer, assignment, sublease, mortgage, liens or assessments or encumbrances of whatsoever nature caused by or suffered to exist by NACC or the failure of NACC to perform any term, covenant, condition or agreement of such Sublease; and (d) is in full force and effect and NACC further represents, warrants and covenants that all the terms, covenants, conditions and agreements on NACC's part to be performed or observed under such Sublease have been fully performed and observed, and agrees to indemnify GECC from and against any loss or damage arising out of any default on the part of NACC in the performance or observance of the said terms, covenants, conditions and agreements required to be performed or observed. NACC represents that the Sublessee is not in default in any of its obligations under such Sublease.

2.06. NACC further warrants and represents that:

(a) NACC has performed all obligations and satisfied all conditions on its part to be performed or satisfied pursuant to the NACC Lease at or prior to the date hereof;

(b) no Event of Default has occurred and no event has occurred, which with the passage of time or the giving of notice, or both, would result in an Event of Default;

(c) NACC is in full compliance with all of its covenants and agreements on its part to be performed pursuant to the NACC Lease; and

(d) no more than four copies of each Sublease have been or will be executed and NACC has caused to be marked on all copies but two of each Sublease the following legend:

"This Lease is a COUNTERPART ORIGINAL. No Assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked 'ORIGINAL'".

NACC shall make the following disposition of such Sublease:

(i) one copy so marked may be filed with the Interstate Commerce Commission under Section 11303(a) of the Interstate Commerce Act, or any successor provision thereto;

(ii) one copy so marked may be retained by NACC;

(iii) one copy, not otherwise legended, shall have been marked "LESSEE'S COPY" and shall be delivered to the Sublessee; and

(iv) one copy, not otherwise legended, shall have been marked "ORIGINAL" and shall be delivered to GECC;

provided, however, if a Sublessee shall request more than one executed copy of its Sublease, the number of copies of such Sublease which NACC may execute shall be increased by the number of copies, in excess of one, which the Sublessee shall request, provided, further, that each copy in excess of four shall be disposed of as provided in clause (iii) above or as provided in the following sentence. Any copy not so disposed of pursuant to clauses (i) through (iv) above shall be delivered to GECC.

2.07. NACC will hold GECC harmless from and against any claim from any broker in connection with or based upon the negotiation or execution of this Assignment, the NACC Lease or any Sublease or the transactions contemplated herein or therein.

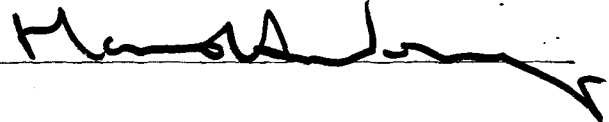
2.08. NACC will, from time to time, execute, acknowledge and deliver any and all further instruments required by law or reasonably requested by GECC to confirm or further assure the interest of GECC hereunder.

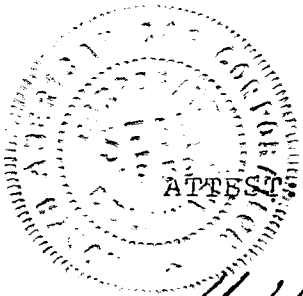
Article III. Supplements


3.01 NACC and GECC may from time to time enter into a supplement or supplements hereto, substantially in the form of Attachment A, which shall form a part hereof, to reflect the assignment of a Sublease with respect to Equipment to GECC. Upon execution and delivery of such a supplement the Sublease shall be assigned to GECC, all in accordance with the provisions of this Assignment.

IN WITNESS WHEREOF, NACC and GECC have executed this Assignment of Subleases as of this 6th day of January, 1981.

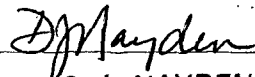
NORTH AMERICAN CAR CORPORATION

By 

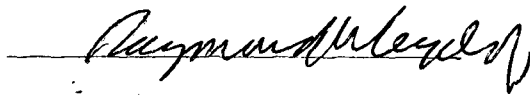



Attest. Secy.

GENERAL ELECTRIC CREDIT AND
LEASING CORPORATION

By 
DENIS J. NAYDEN
Manager - Operations

ATTEST:


RAYMOND W. LEYDEN, JR.
ATTESTING SECRETARY

STATE OF Illinois)
 : ss.:
COUNTY OF Cook)

On this 4th day of March , 1982, before me personally appeared Harold Wong , to me personally known, who being by me duly sworn, says that he is a Director of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Doris M. Helldardt
Notary Public

My commission expires 5/6/82

[Notarial Seal]

STATE OF Connecticut)
COUNTY OF Fairfield) ss.:

On this 13 day of April, 1982, before me personally appeared D.J. Nayden, to me personally known, who, being by me duly sworn, says that he is a Manager-Operations of GENERAL ELECTRIC CREDIT AND LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Anna Marie Delahunt
Notary Public

ANNA MARIE DELAHUNT
NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1985

ANNEX A

<u>Description of Equipment (including AAR designation)</u>	<u>Quantity</u>	<u>Reporting Mark (Inclusive)</u>	<u>Serial Number (Inclusive)</u>
4750 cubic foot covered hopper cars, 100-ton trucks, Class Lo	3	NAHX 482129- 482131	482129- 482131
4750 cubic foot covered hopper cars, 100-ton trucks, Class Lo	10	NAHX 482050- 482059	482050- 482059
4750 cubic foot covered hopper cars, 100-ton trucks, Class Lo	2	NAHX 482160- 482161	482160- 482161
24,000 gallon interior coiled non-insulated tank cars, DOT 111A100W1, 100-ton trucks	13	NATX 81179- 81191	81179- 81191
3000 cubic foot covered hopper car, pressure differential unloading (15 PSI) 100 ton trucks Class LO	2	NAHX 94113-94114	94113- 94114

ANNEX A

<u>Description of Equipment (including AAR designation)</u>	<u>Quantity</u>	<u>Reporting Mark (Inclusive)</u>	<u>Serial Number (Inclusive)</u>
4750 cubic foot covered hopper cars, 100-ton trucks, Class Lo	6	NAHX 483148- 483153	483148- 483153
4750 cubic foot covered hopper cars, 100-ton trucks, Class Lo	2	NAHX 482655- 482656	482655- 482656
4750 cubic foot covered hopper cars, 100-ton trucks, Class Lo	50	NAHX 483454- 483503	483454- 483503
4750 cubic foot covered hopper cars, 100-ton trucks, Class Lo	5	NAHX 483634- 483638	483634- 483638

ANNEX A

<u>Description of Equipment (including AAR designation)</u>	<u>Quantity</u>	<u>Reporting Mark (Inclusive)</u>	<u>Serial Number (Inclusive)</u>
3000 cubic foot covered hopper cars, pressure differential unloading (15 PSI) 100-ton trucks, Class Lo	20	NAHX 94184- 94203	94184- 94203
4750 cubic foot covered hopper cars 100-ton trucks, Class Lo	25	NAHX 484462- 484485, 484786	484462- 484485, 484786
4750 cubic foot covered hopper cars, 100-ton trucks, Class Lo	50	NAHX 483504- 483553	483504- 483553
5750 cubic foot covered hopper cars, 100-ton trucks, Class Lo	10	NAHX 57906- 57915	57906- 57915

ANNEX A

<u>Description of Equipment (including AAR designation)</u>	<u>Quantity</u>	<u>Reporting Mark (Inclusive)</u>	<u>Serial Number (Inclusive)</u>
4750 cubic foot covered hopper cars, 100-ton trucks, Class Lo	3	NAHX 486705- 486707	486705-486707

ANNEX B

<u>NAME OF SUBLESSEE</u>	<u>DATES AND NUM- BERS OF MASTER SUBLEASE AND RIDER</u>	<u>(ICC RECORDA- TION NUMBER) *</u>	<u>REPORTING MARKS AND SERIAL NUM- BERS OF EQUIPMENT SUBJECT TO SUBLEASE</u>	<u>DESCRIPTION OF EQUIPMENT (INCLUDING AAF DESIGNATION)</u>
Souris Co-operative Elevator Company	Car Leasing Agreement 8055 (dated 3/17/79) Rider No.1 (dated 3/17/79)		NAHX 482129-482131 S/N 482129-482131	4750 cubic fo covered hoppe cars, 100-ton trucks, Class
Holdredge Cooperative Equity Exchange	Car Leasing Agreement 3697 (dated 5/30/78) Rider No. 3 (dated 4/19/79)		NAHX 482050-482059 S/N 482050-482059	4750 cubic fo covered hoppe cars, 100-ton trucks, Class
Farmers Grain Co.	Car Leasing Agreement 2769 (dated 1/24/79) Rider No. 1 (dated 1/24/79)		NAHX 482160-482161 S/N 482160-482161	4750 cubic fo covered hoppe cars, 100-ton trucks, Class
Union Camp Corp.	Car Leasing Agreement 8811-10 (dated 2/7/74) Rider No. 21 (dated 8/7/79)		NAHX 81179-81191 S/N 81179-81191	24,000 gallon interior coi non-insulated tank cars, DOT 111A100W1, 100-ton trucks
St. Helens Investment Inc. d/b/a Pozzolanic International	Car Leasing Agreement 7170 (dated 6/21/78) Rider No. 4 (dated 7/1/81)		NAHX 94113-94114 S/N 94113-94114	3000 cubic foo covered hopper cars, pressure differential unloading (15 PSI) 100-ton trucks Class 10

* If applicable

ANNEX B

<u>NAME OF SUBLESSEE</u>	<u>DATES AND NUM- BERS OF MASTER SUBLEASE AND RIDER</u>	<u>(ICC RECORDA- TION NUMBER) *</u>	<u>REPORTING MARKS AND SERIAL NUM- BERS OF EQUIPMENT SUBJECT TO SUBLEASE</u>	<u>DESCRIPTION OF EQUIPMENT (INCLUDING AAR DESIGNATION)</u>
Good Seed & Grain Company	Car Leasing Agreement 3200 (dated 3/15/78) Rider No. 2 (dated 6/11/79)		NAHX 483148-483153 S/N 483148-483153	4750 cubic foot covered hopper cars, 100-ton trucks, Class Lo
Valley Farmers Bean Association	Car Leasing Agreement 8952 (dated 4/3/79) Rider No. 2 (dated 4/19/79)		NAHX 482655-482656 S/N 482655-482656	4750 cubic foot covered hopper cars, 100-ton trucks, Class Lo
Turner Grain Company	Car Leasing Agreement 8564 (dated 6/11/79) Rider No. 1 (dated 9/11/79)		NAHX 483454-483503 S/N 483454-483503	4750 cubic foot covered hopper cars, 100-ton trucks, Class Lo
Whittemore Cooperative Elevator	Car Leasing Agreement 9381 (dated 2/19/73) Rider No. 5 (dated 7/9/79)		NAHX 483634-483638 S/N 483634-483638	4750 cubic foot covered hopper cars, 100-ton trucks, Class Lo

* If applicable

ANNEX B

<u>NAME OF SUBLESSEE</u>	<u>DATES AND NUM- BERS OF MASTER SUBLEASE AND RIDER</u>	<u>(ICC RECORDA- TION NUMBER) *</u>	<u>REPORTING MARKS AND SERIAL NUM- BERS OF EQUIPMENT SUBJECT TO SUBLEASE</u>	<u>DESCRIPTION OF EQUIPMENT (INCLUDING AAR DESIGNATION)</u>
Citadel Cement Corporation	Car Leasing Agreement 1438 (dated 7/26/79) Rider No. 2 (dated 1/22/80)		NAHX 94184-94203 S/N 94184-94203	3000 cubic foot covered hopper cars, pressure differential unloading (15 PSI), 100-ton trucks, Class 1
L.H. Grain Co.	Car Leasing Agreement 5246 (dated 9/7/79) Rider No. 1 (dated 9/7/79)		NAHX 484462-484485, 484786 S/N 484462-484485, 484786	4750 cubic foot covered hopper cars, 100-ton trucks, Class 1
Turner Grain Co.	Car Leasing Agreement 8564 (dated 6/11/79) Rider No. 2 (dated 9/11/79)		NAHX 483504-483553 S/N 483504-483553	4750 cubic foot covered hopper cars, 100-ton trucks, Class 1
Amenia Seed and Grain Company	Car Leasing Agreement 0400 (dated 6/30/80) Rider No. 1 (dated 6/30/80)		NAHX 57906-57915 S/N 57906-57915	5750 cubic foot covered hopper cars, 100-ton trucks, Class 1

* If applicable

ANNEX B

<u>NAME OF SUBLESSEE</u>	<u>DATES AND NUM- BERS OF MASTER SUBLEASE AND RIDER</u>	<u>(IOC RECORDA- TION NUMBER) *</u>	<u>REPORTING MARKS AND SERIAL NUM- BERS OF EQUIPMENT SUBJECT TO SUBLEASE</u>	<u>DESCRIPTION OF EQUIPMENT (INCLUDING AAR DESIGNATION)</u>
Farmers Cooperative Company	Car Leasing Agreement 2703 (dated 7/16/80) Rider No. 1 (dated 7/16/80)		NAHX 486705-486707 S/N 486705-486707	4750 cubic foot covered hopper cars, 100-ton trucks, Class 2

* If applicable

SUPPLEMENT, dated as of _____, 19 __, to the ASSIGNMENT OF SUBLEASES, dated as of _____, 19 __ (the "Assignment"), between GENERAL ELECTRIC CREDIT AND LEASING CORPORATION, a Delaware corporation ("GECC") and NORTH AMERICAN CAR CORPORATION, a Delaware corporation ("NACC"):

WHEREAS, NACC and GECC desire to assign the leases referred to in Schedule A hereto (the "Subleases") to the Assignment;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and in the Assignment, GECC and NACC agree as follows:

Article I. Definitions, Interpretation

1.01 The definitions set forth or incorporated by reference in the Assignment are incorporated herein by reference to the same extent as if set forth herein, except as herein otherwise provided.

1.02 In the event of any discrepancy between the provisions of this Supplement and the provisions of the Assignment, the provisions of the Assignment shall control and the provisions hereof are expressly made subject thereto.

Article II. Supplement to Assignment

2.01 The Assignment is hereby supplemented to add the Subleases thereto.

Article III. Representations and Warranties

3.01 The representations, warranties and covenants of NACC in the Assignment are true and correct on and as of the date hereof as though made on and as of this date.

IN WITNESS WHEREOF, NACC and GECC have executed
this Supplement as of this day of , 19 .

NORTH AMERICAN CAR CORPORATION

By _____

ATTEST:

GENERAL ELECTRIC CREDIT AND
LEASING CORPORATION

By _____

ATTEST:

STATE OF
COUNTY OF

)
: ss.:
)

On this day of , 19 , before me
personally appeared , to me personally
known, who being by me duly sworn, says that he is a
of NORTH AMERICAN CAR CORPORATION, that one of the
seals affixed to the foregoing instrument is the corporate
seal of said corporation and that said instrument was signed
and sealed on behalf of said corporation by authority of its
Board of Directors and he acknowledged that the execution of
the foregoing instrument was the free act and deed of said
corporation.

Notary Public

[Notarial Seal]

STATE OF
COUNTY OF

)
: ss.:
)

On this day of , 19 , before me
personally appeared , to me personally known,
who, being by me duly sworn, says that he is a
of GENERAL ELECTRIC CREDIT AND LEASING CORPORATION, that one
of the seals affixed to the foregoing instrument is the
corporate seal of said corporation and that said instrument
was signed and sealed on behalf of said corporation by
authority of its Board of Directors and he acknowledged that
the execution of the foregoing instrument was the free act
and deed of said corporation.

Notary Public

[Notarial Seal]

SCHEDULE A

<u>Name of Sublessee</u>	<u>Dates and Num- bers of Master Sublease and Rider</u>	<u>[ICC Record- ation Number]*</u>	<u>Reporting Marks and Serial Numbers of Equipment Sub- ject to Sublease</u>	<u>Description of Equipment (Including AAR designation)</u>
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* If applicable.